

RECEIVED

DEC 12 2001

WITHERSPOON, KELLEY
DAVENPORT TOOLE

Hon Edward L. Shea

COPY RECEIVED
RANDALL & DANSKIN P.S.

DEC 12 2001

STY'S FOR

LS
cc:

RECEIVED

DEC 12 2001

CRUMB & MUNDING, P.S.

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

DEC 12 2001

JAMES R. LARSEN, CLERK
DEPUTY,
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Patrick M. Risken
Evans, Craven & Lackie, P.S.
818 West Riverside, Suite 250
Spokane, WA 99201
(509) 455-5200

Attorneys for Defendant Walker
Parking Consultants/Engineers, Inc.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON
AT SPOKANE

US BANK TRUST NATIONAL ASSOCIA-)
TION, in its capacity as Indenture Trustee on behalf)
of Holders of Spokane Downtown Foundation)
Parking Revenue Bonds, 1998 (River Park Square)
Project),)
Plaintiff,)
vs.)

PRUDENTIAL SECURITIES INCORPORATED,)
a Delaware corporation; WALKER PARKING)
CONSULTANTS/ENGINEERS, INC., a Michigan)
corporation; FOSTER PEPPER & SHEFELMAN)
PLLC, a Washington professional limited liability)
company; SPOKANE DOWNTOWN FOUNDA-)
TION, a Washington corporation; PRESTON)
GATES & ELLIS LLP, a Washington limited)
liability partnership; CITIZEN'S REALTY COM-)
PANY, a Washington corporation; LINCOLN)
INVESTMENT COMPANY OF SPOKANE,)
A Washington corporation; RPS MALL, L.L.C.,)
a Washington limited liability company; RPS II,)
L.L.C., a Washington limited liability company;)
RWR MANAGEMENT, INC., a Washington)
corporation; d/b/a R. W. ROBIDEAUX and COM-)
PANY; CITY OF SPOKANE, WASHINGTON, a)
first-class charter city of the State of Washington;)
SPOKANE PUBLIC PARKING DEVELOPMENT)
AUTHORITY, an unregistered Washington cor-)
poration doing business as RIVER PARK SQUARE)

NO. CS-01-0128-ES

ANSWER AND
AFFIRMATIVE DEFENSES
OF DEFENDANT WALKER
PARKING CONSULTANTS/
ENGINEERS, INC.

Evans, Craven & Lackie, P.S.

ANSWER BY DEFENDANT WALKER PARKING
CONSULTANTS/ENGINEERS, INC. - 1

818 W. Riverside, Suite 250
Spokane, Washington 99201-0910
(509) 455-5200; fax 455-3632

1 PARKING,)
2 Defendants.)
3 _____)

4 COMES NOW Defendant Walker Parking Consultant/Engineers, Inc., by and though
5
6 its attorney, Patrick M. Risken of Evans, Craven & Lackie, P.S., and Answers the allegations
7 of the Complaint herein as follows:
8

9 **Introduction**

10 The Plaintiffs' Complaint sets forth a number of section headings or descriptions
11 which are nothing but argument, or at best, editorial hyperbole. To that extent, this Answer
12 Defendant denies the allegations or innuendo within each such heading.
13
14

15 **JURISDICTION AND VENUE**

- 16
17 1. Denied.
18 2. Admitted.
19

20 **SUMMARY OF COMPLAINT**

21 3. Defendant Walker Parking Consultants (hereinafter "Walker Parking") is
22 without sufficient knowledge of the facts as alleged in the Complaint herein, in the
23 corresponding Paragraph 3 thereof, and therefore denies same.
24
25

26 4. Defendant Walker Parking is without sufficient knowledge to determine the
27 accuracy of the Pplaintiffs' allegations regarding the Bondholders, other Defendants and the
28 use of its work product in Paragraph 4 of the Complaint, and therefore denies same.
29
30

- 31 5. Defendant Walker Parking is without sufficient knowledge of the facts as
32
33
34

1 alleged in the Complaint herein, in the corresponding Paragraph 5 thereof, and therefore
2 denies same.
3

4 6. Defendant Walker Parking is without sufficient knowledge of the facts as
5
6 alleged in the Complaint herein, in the corresponding Paragraph 6 thereof, and therefore
7 denies same.
8

9 7. Defendant Walker Parking denies the allegations contained in Paragraph 7 of
10 the Plaintiffs' Complaint.
11

12 **THE PARTIES AND THEIR ROLES**

13 8. Defendant Walker Parking is without sufficient knowledge of the specific
14
15 facts as alleged in Paragraph 8 of the Complaint herein, and therefore denies same. Said
16 Defendant may amend its Answer herein after certain discovery into these allegations is
17 completed.
18

19 9. Defendant Walker Parking Consultants is without sufficient knowledge of the
20
21 specific facts as alleged in Paragraphs 9 of the Complaint herein, and therefore denies same.
22
23 Said Defendant may amend its Answer herein after certain discovery into these allegations
24 is completed. Any characterization of the work performed by Walker Parking, in that
25 Paragraph and added by the Plaintiffs only as editorial comment or to insert an opinion
26 (*i.e.*, "totally unreliable", "materially false and misleading", "totally unrealistic and
27 unreliable") is denied.
28
29

30
31 10. Defendant Walker Parking admits that it is a Michigan Corporation with
32
33
34

1 offices in Indianapolis, Indiana, and that it performs consulting services in the parking
2 industry, including the preparation of engineering and feasibility studies, as alleged in
3 Paragraph 15 of the Complaint. Defendant Walker Parking also admits that it entered into
4 a contract with the City of Spokane in 1996, to provide professional services thereto. To the
5 extent that the remainder of the allegations of that Paragraph contain editorial comment or
6 other characterization of the services performed by Walker Parking, or how it advertises itself,
7 the remainder of that Paragraph is denied. The allegations of Complaint Paragraph 15, last
8 sentence, is specifically denied.
9
10
11
12

13 11. Defendant Walker Parking admits that it entered into a contract to perform
14 certain services for the City of Spokane, at its direction, in 1996. That work included the
15 study and preparation of a financial feasibility analysis for the River Park Square parking
16 garage, which analysis was later updated at the request of the City of Spokane, as alleged in
17 Paragraph 11 of the Complaint. John Dorsett is properly identified in that Paragraph. The
18 remainder of Paragraph 11 is factually incorrect and therefore are specifically denied.
19
20
21
22

23 12. Defendant Walker Parking denies the facts alleged in Paragraph 12 of the
24 Plaintiffs' Complaint as incorrect. Defendant Walker Parking specifically denies that there
25 was anything "secret" about its work for Ernst & Young in 1995, which is found within the
26 City's files in an appropriate place reflecting contemporaneous provision to the City, by
27 whomever.
28
29
30

31 13. Defendant Walker Parking Consultants is without sufficient knowledge of the
32
33
34

1 specific facts as alleged in Paragraphs 13, 14, 15, 16, 17, 18, 19 and 20 of the Complaint
2 herein, and therefore denies same. Said Defendant may amend its Answer herein after certain
3 discovery into these allegations is completed. The documents referred to in those Paragraphs
4 speak for themselves, and any error in either content or context is denied.
5
6

7 14. Defendant Walker Parking Consultants is without sufficient knowledge of the
8 specific facts as alleged in Paragraph 21 of the Complaint herein, regarding what Defendant
9 Preston may or may not have done, and therefore denies same. Said Defendant may amend
10 its Answer herein after certain discovery into these allegations is completed. Defendant
11 Walker Parking specifically denies the editorial or opinion alleged as "fact" within that
12 Paragraph (*i.e.*, "materially false and misleading"). The remainder of the Paragraph is denied.
13
14
15
16

17 15. Defendant Walker Parking Consultants is without sufficient knowledge of the
18 specific facts as alleged in Paragraph 22 of the Complaint herein, and therefore denies same.
19 Said Defendant may amend its Answer herein after certain discovery into these allegations
20 is completed. The document quoted within that Paragraph speaks for itself, and to the extent
21 that the quoted material is incorrect or otherwise incomplete or contextually inaccurate, those
22 allegations are denied.
23
24
25

26 16. Defendant Walker Parking Consultants is without sufficient knowledge of the
27 specific facts as alleged in Paragraphs 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34 of the
28 Complaint herein, and therefore denies same. Said Defendant may amend its Answer herein
29 after certain discovery into these allegations is completed. Defendant Walker Parking admits
30 that the City of Spokane is a first-class charter city, as alleged in Paragraph 31 of the
31
32
33
34

1 Complaint. Defendant Walker Parking cannot answer as to what Defendant City knew or did
2 not know at the time alleged, and therefore denies same and the remainder of the allegations
3 of that Paragraph. Any characterization added by the Plaintiffs only as editorial comment or
4 to insert an opinion (Paragraph 29: "totally unrealistic and unreliable"; Paragraph 30:
5 "erroneous and unrealistic fact-based assumptions"; {Paragraph 31: "totally unreliable"}) is
6 denied.
7
8

9
10 17. Defendant Walker Parking denies the allegations of Paragraphs 35 and 36 of
11 the Complaint.
12

13
14 **GENERAL ALLEGATIONS**
15 **APPLICABLE TO ALL CLAIMS FOR RELIEF**

16 **A. Genesis of the Project and the 1995 Secret Walker Report**

17 18. Defendant Walker Parking Consultants is without sufficient knowledge of the
18 specific facts as alleged in Paragraphs 37, 38 and 39 of the Complaint herein, and therefore
19 denies same. Said Defendant may amend its Answer herein after certain discovery into these
20 allegations is completed.
21
22

23 19. Defendant Walker is without sufficient information as to what happened
24 between the Developers and the City of Spokane in "early 1995", as alleged in Paragraph 40
25 of the Complaint, and therefore denies same. Defendant denies the remainder of Paragraph
26 40 of the Plaintiffs' Complaint, and particularly any allegation that anything it did was in
27 "secret."
28
29

30 20. Defendant Walker Parking admits that in 1995 it provided analysis for the
31
32
33
34

ANSWER BY DEFENDANT WALKER PARKING
CONSULTANTS/ENGINEERS, INC. - 6

Evans, Craven & Lackie, P.S.

818 W. Riverside, Suite 250
Spokane, Washington 99201-0910
(509) 455-5200; fax 455-3632

1 Garage for Ernst & Young, as alleged in part in Paragraph 41 of the Complaint. Defendant
2 Walker Parking Consultants is without sufficient knowledge of the remainder of the specific
3 facts as alleged in Paragraph 41 of the Complaint herein, and therefore denies same. Said
4 Defendant may amend its Answer herein after certain discovery into these allegations is
5 completed. The Walker Parking financial feasibility analysis speaks for itself, so any
6 characterization made by Plaintiffs at Paragraph 41 which is inaccurate or otherwise
7 inconsistent with that analysis is denied.
8
9
10
11

12 21. Defendant Walker Parking Consultants is without sufficient knowledge of the
13 specific facts as alleged in Paragraphs 42, 43 and 44 of the Complaint herein, and therefore
14 denies same. Said Defendant may amend its Answer herein after certain discovery into these
15 allegations is completed.
16
17

18 22. Defendant Walker Parking admits the allegations contained in Paragraphs 45
19 of the Complaint.
20

21 23. Defendant Walker admits that it was hired, by contract, to perform an analysis
22 for the City of Spokane. The date of the contract between this Defendant and the City of
23 Spokane is 1996, as alleged by the City of Spokane. Any vague, inaccurate or ambiguous
24 allegation in Paragraph 46 of the Complaint is denied.
25
26
27

28 **B. The Bogus Walker Feasibility Study**

29 19. Defendant Walker acknowledges that the titles to the various sections of this
30 Complaint are catchy, and written for the media. Yet, as allegations (such as "bogus") they
31 are denied.
32
33
34

1 20. Defendant Walker Parking Consultants is without sufficient knowledge of the
2 specific facts as alleged in Paragraphs 47 of the Complaint herein, and therefore denies same.
3

4 19. Defendant Walker Parking denies the allegations of Paragraph 48 of the
5 Complaint.
6

7 20. Defendant Walker Parking denies the representations made at sub-heading
8 "1." on page 27 of the Complaint.
9

10 21. Defendant denies the allegations contained in Paragraph 49 of the Complaint,
11 stating that its analysis speaks for itself. What was "implied" thereby is denied. The
12 remainder of Paragraph 49 is denied.
13

14 22. Defendant Walker Parking admits that the RPS Garage had previously
15 participated in a parking validation program or programs, as alleged in Paragraph 50 of the
16 Complaint. Defendant Walker Parking is without sufficient knowledge of the remainder of
17 the specific facts as alleged in Paragraph 50 of the Complaint herein, and therefore denies
18 same.
19

20 23. Defendant Walker Parking denies the allegations contained in Paragraph 51,
21 52 and 53 of the Complaint.
22

23 24. Defendant Walker Parking denies the representations made at sub-heading
24 "2." on page 29 of the Complaint.
25

26 25. In answer to Paragraph 54 of the Complaint, Defendant Walker Parking
27 included data regarding the historic average parking stay, which data was provided to said
28 Defendant by the City of Spokane and others. The feasibility analysis produced by Defendant
29

30
31
32
33
34
ANSWER BY DEFENDANT WALKER PARKING
CONSULTANTS/ENGINEERS, INC. - 8

Evans, Craven & Lackie, P.S.
818 W. Riverside, Suite 250
Spokane, Washington 99201-0910
(509) 455-5200; fax 455-3632

1 Walker Parking speaks for itself. Defendant Walker Parking is without information as to
2 what was or was not disclosed to potential bond buyers, and therefore denies that allegation.
3
4 Defendant Walker Parking specifically denies allegations that it knew certain assumptions
5 were "unreasonable", "false" or "misleading", as alleged in that Paragraph. Defendant
6 Walker Parking denies the remainder of the allegations of Paragraph 54 of the Complaint.
7
8

9 26. Defendant Walker Parking denies the representations made at sub-heading
10 "3." on page 30 of the Complaint.
11

12 27. Defendant Walker Parking denies the allegations contained in Paragraph 55
13 of the Complaint.
14

15 28. Defendant Walker Parking denies the representations made at sub-heading
16 "4." on page 31 of the Complaint.
17

18 29. Defendant Walker Parking is without information as to what office workers
19 tend to do, or the availability of "surplus or free or low-priced parking" in Spokane, so those
20 representations and the remainder of Paragraph 56 of the Complaint are denied.
21
22

23 30. Defendant Walker Parking denies the representations made at sub-heading
24 "C." on page 31 of the Complaint.
25

26 31. Defendant Walker Parking is without sufficient information as to what various
27 City officials, the Developers, Robideaux and other Defendants and entities did or did not do,
28 or conclusions that each reached, as alleged in Paragraphs 57, 58, 59, 60, 61, 62, 63, 64 and
29 65 of the Complaint, and therefore denies same. The documents quoted in Paragraphs 58,
30 59, 60, 61, 62 and 63 speaks for themselves, and any characterization made by Plaintiffs in
31
32
33
34

1 those Paragraphs which is inaccurate in either content or context, or is otherwise inconsistent
2 with the documents cited, is denied.
3

4 32. Defendant Walker Parking denies the specific allegations contained in
5 Paragraph 64 of the Complaint, as alleged. Defendant Walker Parking specifically denies any
6 characterization of its work as "wrongfully inflated" or any implication that it was involved
7 in a "fraudulent scheme", Paragraph 64.
8

10 33. Defendant Walker Parking is without sufficient information as to the
11 allegations in Paragraph 65 of the Complaint, and therefore denies same.
12

13 34. Defendant Walker Parking denies the title or caption "D" on page 36 of the
14 Complaint as editorial or opinion, and without any substance.
15

16 35. Defendant Walker Parking Consultants is without sufficient knowledge of the
17 specific facts as alleged in Paragraphs 66, 67, 68 and 69 of the Complaint herein, and
18 therefore denies same. Said Defendant may amend its Answer herein after certain discovery
19 into these allegations is completed. Defendant Walker Parking further answers Paragraph 69
20 by stating that the so-called "Sabey Garage Reports" speak for themselves, and any
21 characterization made by Plaintiffs in those Paragraphs which is inaccurate in either content
22 or context, or is otherwise inconsistent with the documents cited, is denied.
23
24
25
26
27

28 36. Defendant Walker Parking denies that it knew anything of the so-called
29 "Sabey Report" in December 1996, as alleged in Paragraph 70 of the Complaint, since it was
30 not involved in the project at that time. Defendant Walker Parking Consultants is without
31
32
33
34

1 sufficient knowledge of the remainder of the specific facts as alleged in Paragraph 70 of the
2 Complaint herein, and therefore denies same.
3

4 37. Defendant Walker Parking denies the title or caption "E" on page 41 of the
5 Complaint as editorial or opinion, and without any substance.
6

7 38. Defendant Walker Parking Consultants is without sufficient knowledge of the
8 specific facts as alleged in Paragraphs 71, 72, 73, 74, 75, 76, 77, 78, 79 and 80 of the
9 Complaint herein, and therefore denies same. Furthermore, the so-called "Coopers &
10 Lybrand Report" and the appraisal documents cited all speak for themselves, and Defendant
11 Walker Parking denies any allegations in the Complaint which are inaccurate in either content
12 or context with those documents.
13
14
15

16 39. Defendant Walker Parking denies that it reviewed or somehow knew of the
17 so-called "Coopers & Lybrand Report" prior to the issuance of the bonds, as alleged in
18 Paragraph 81 of the Complaint, or that it either reviewed it or failed to review it, as alleged
19 therein. Defendant Walker Parking denies the remainder of the allegations contained in
20 Paragraph 81 of the Complaint.
21
22
23

24 40. Defendant Walker Parking denies the allegations of Paragraph 82 as factually
25 inaccurate.
26
27

28 41. Defendant Walker Parking denies the allegations of Paragraph 83 of the
29 Complaint.
30

31 42. Defendant Walker Parking Consultants is without sufficient knowledge of the
32
33
34

1 specific facts as alleged in Complaint Paragraphs 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94,
2 95 and 96 and the numerous sub-parts of those Paragraphs, and therefore denies same.
3 Furthermore, the so-called "Official Statements" speak for themselves, and Defendant Walker
4 Parking denies any allegations in the Complaint which are inaccurate representations of
5 either content or context of the "Official Statements" or any document cited or quoted in
6 those "Official Statements".
7
8
9

10 43. Defendant Walker Parking denies the title or caption "F" on page 54 of the
11 Complaint as editorial or opinion, and without any substance.
12

13 44. Defendant Walker Parking is without sufficient information regarding the
14 specific facts alleged in Paragraph 97 of the Complaint, and therefore denies same.
15
16

17 45. In answer to Paragraph 98 of the Complaint, Defendant Walker admits that the
18 City Council passed Resolution No. 96-144 on or about November 25, 1996, and states that
19 the Resolution speaks for itself, and any allegations in the Complaint which are inaccurate
20 representations of either content or context of that Resolution is denied.
21
22

23 46. Defendant Walker Parking admits that the City of Spokane adopted
24 Resolution No. 97-2 on January 13, 1997, as alleged in Paragraph 99 of the Complaint.
25 Furthermore, that Resolution speaks for itself, and any allegations in the Complaint which are
26 inaccurate representations of either content or context of that Resolution is denied.
27
28

29 47. Defendant Walker Parking admits that the City of Spokane passed an
30 Ordinance on January 27, 1997, as alleged in Paragraph 100 of the Complaint. Defendant
31 Walker Parking Consultants is without sufficient knowledge of the remainder of the specific
32
33
34

1 facts as alleged in Paragraphs 100, 101 and 102 of the Complaint herein, and therefore denies
2 same. Furthermore, the so-called "Ordinance" speaks for itself, and Defendant Walker
3 Parking denies any allegations in the Complaint, Paragraphs 100, 101 and 102 which are
4 inaccurate in either content or context.
5
6

7 48. Defendant Walker Parking is without sufficient information regarding the
8 specific facts alleged in Paragraphs 103, 104, 105, 106, 107 and 108 of the Complaint, and
9 therefore denies same. Furthermore, the so-called "Leases" speaks for themselves, and
10 Defendant Walker Parking denies any allegations in the Complaint which are inaccurate in
11 either content or context.
12
13
14

15 49. Defendant Walker Parking is without sufficient information regarding the
16 specific facts alleged in Paragraph 109 of the Complaint, and therefore denies same.
17

18 50. Defendant Walker Parking Consultants is without sufficient knowledge of the
19 specific facts as alleged in Paragraphs 110, 111, 112, 113, 114, 115, 116, 117 and 118 of the
20 Complaint herein, and therefore denies same. Furthermore, the so-called "Opinion Letters",
21 "Official Statements", the "Ordinance" and other documents cited or referred to therein speak
22 for themselves, and Defendant Walker Parking denies any allegations in the Complaint which
23 are inaccurate in either content or context with the actual documents cited.
24
25
26
27

28 51. Defendant Walker Parking denies the title or caption "H" on page 67 of the
29 Complaint as editorial or opinion, and without any substance.
30

31 52. Defendant Walker Parking Consultants is without sufficient knowledge of the
32
33
34

1 specific facts as alleged in Paragraphs 119, 120, 121, 122, 123 and 124 of the Complaint
2 herein, and therefore denies same. Furthermore, the so-called "Opinion Letters", Official
3 Statements", the "Ordinance", Mandamus pleadings and other documents cited or referred
4 to therein speak for themselves, and Defendant Walker Parking denies any allegations in the
5 Complaint which are inaccurate in either content or context with the actual documents cited.
6
7

8
9 53. Defendant Walker Parking denies the allegations of Paragraph 125 of the
10 Complaint.
11

12 54. Defendant Walker Parking denies the title or caption "I" on page 71 of the
13 Complaint as editorial or opinion, and without any substance.
14

15 55. Defendant Walker Parking Consultants is without sufficient knowledge of the
16 specific facts as alleged in Paragraphs 126 and all its sub-parts, and Paragraph 127 and all its
17 sub-parts, of the Complaint herein, and therefore denies same. Furthermore, the so-called
18 "Opinion Letters", Official Statements", the "Ordinance", Walker Feasibility Analysis,
19 "Auble and Barrett Reports", studies and other documents cited or referred to therein speak
20 for themselves, and Defendant Walker Parking denies any allegations in the Complaint which
21 are inaccurate in either content or context with the actual documents cited.
22
23
24
25

26 56. Defendant Walker Parking denies the allegations in Paragraphs 128, 129 and
27 130 of the Complaint.
28

29 57. Defendant Walker Parking Consultants is without sufficient knowledge of the
30 specific facts as alleged in Paragraphs 131, 132, 133, 134, 135, 136, 137 and 138 of the
31 Complaint herein, and therefore denies same. Defendant Walker Parking admits that the RPS
32
33
34

1 Mall was not completed or leased as contemplated in 1995 or 1996, as apparently alleged in
2 Paragraphs 135 and 138 of the Complaint. Defendant Walker Parking Consultants is without
3 sufficient knowledge of the remainder of the specific facts as alleged in Complaint Paragraphs
4 135 and 138, and therefore denies same.
5

6
7 58. Defendant Walker Parking Consultants is without sufficient knowledge of the
8 specific facts as alleged in Complaint Paragraph 139, and therefore denies same.
9

10 59. Defendant Walker Parking admits the allegations contained in Complaint
11 Paragraph 140, insofar as it reflects the election of Mayor John Talbott and Council member
12 Steve Eugster, and the continued participation of Council members Cheri Rodgers and Steve
13 Corker.
14

15
16 60. Defendant Walker Parking Consultants is without sufficient knowledge of the
17 specific facts as alleged in Complaint Paragraphs 141, 142, 143, 144, 145, 146, 147, 148 and
18 149, and therefore denies same.
19

20
21 61. Defendant Walker Parking admits the allegations contained in Paragraph 150
22 of the Complaint. Defendant Walker Parking further states that the referenced Second
23 Amended Complaint speaks for itself.
24

25
26 62. Defendant Walker Parking denies the allegations contained in Paragraphs 151
27 and 152 of the Complaint.
28

29 **FIRST CLAIM FOR RELIEF**

30 **(Section 10(b) of the 1934 Act [15 U.S.C. § 78j],**
31 **Violation of S.E.C. Rule 10b-5 Promulgated Thereunder)**
32 **(Asserted Against All Defendants)**

33 **(Violation of Section 20(a) of the 1934 Act [15 U.S.C. § 78t(a)])**
34

ANSWER BY DEFENDANT WALKER PARKING
CONSULTANTS/ENGINEERS, INC. - 15

Evans, Craven & Lackie, P.C.

818 W. Riverside, Suite 250
Spokane, Washington 99201-0910
(509) 455-5200; fax 455-3632

(Asserted Against the Developers and the City)

49. Defendant Walker Parking reasserts all preceding Paragraphs of the Answer, as if fully set forth herein, consistent with Paragraph 153 of the Complaint.

50. Defendant Walker Parking denies each and every allegation of Paragraph 154 of the Complaint, as those allegations are directed to or imply said Defendant.

51. Defendant Walker Parking is without sufficient knowledge of the specific facts as alleged in Complaint Paragraph 155 and 156, and therefore denies same.

52. Defendant Walker Parking specifically denies the allegations contained in Paragraphs 157, 158, 159, 160, 161 and 162 of the Plaintiffs' Complaint.

SECOND CLAIM FOR RELIEF

(The Securities Act of Washington,

WASH. REV. CODE 21.20.430(1); 21.20.430(3); 21.20.430(7))

(All Defendants Except the City)

53. Defendant Walker Parking reasserts all preceding Paragraphs of the Answer, as if fully set forth herein, consistent with Paragraph 163 of the Complaint.

54. Defendant Walker Parking is without sufficient knowledge of the specific facts as alleged in Complaint Paragraphs 164 and 165, and therefore denies same.

55. Defendant Walker Parking denies each and every allegation of Paragraph 166 of the Complaint, as those allegations are directed to or imply said Defendant.

56. Defendant Walker Parking is without sufficient knowledge of the specific facts as alleged in Complaint Paragraphs 167 and 168, and therefore denies same.

57. Defendant Walker Parking denies each and every allegation of Paragraphs 169

1 and 170, and Paragraph 171, of the Complaint, as those allegations are directed to or imply
2 said Defendant.
3

4 **THIRD CLAIM FOR RELIEF**
5 **(Common Law Fraud/Aiding and Abetting Common Law Fraud)**
6 **(All Defendants Except the City)**

7 59. Defendant Walker Parking reasserts all preceding Paragraphs of the Answer,
8 as if fully set forth herein, consistent with Paragraph 172 of the Complaint.
9

10 60. Defendant Walker Parking is without sufficient knowledge of the specific
11 facts as alleged in Complaint Paragraph 173, and therefore denies same.
12

13 61. Defendant Walker Parking denies each and every allegation of Paragraphs
14 174, 175, 176, 177 and 178 of the Complaint, as those allegations are directed to or imply
15 said Defendant.
16
17

18 **FOURTH CLAIM FOR RELIEF**
19 **(Common Law Negligent Misrepresentation)**
20 **(All Defendants Except the City)**

21 61. Defendant Walker Parking reasserts all preceding Paragraphs of the Answer,
22 as if fully set forth herein, consistent with Paragraph 179 of the Complaint.
23

24 62. Defendant Walker Parking is without sufficient knowledge of the specific
25 facts as alleged in Complaint Paragraph 180, and therefore denies same.
26

27 63. Defendant Walker Parking denies each and every allegation of Paragraphs
28 181, 182 and 183 of the Complaint, as those allegations are directed to or imply said
29 Defendant.
30
31

32 **FIFTH CAUSE OF ACTION**
33 **(Breach of Contract)**
34

ANSWER BY DEFENDANT WALKER PARKING
CONSULTANTS/ENGINEERS, INC. - 17

Evans, Craven & Lackie, P.S.

818 W. Riverside, Suite 250
Spokane, Washington 99201-0910
(509) 455-5200; fax 455-3632

(City of Spokane and the Authority)

64. Defendant Walker Parking reasserts all preceding Paragraphs of the Answer, as if fully set forth herein, consistent with Paragraph 155 [sic] of the Complaint under the Fifth Cause of Action.

65. Defendant Walker Parking is not implicated in or otherwise a part of this claim, as alleged in this Complaint. Therefore, Defendant Walker Parking denies the allegations of the Fifty Claim For Relief herein, based upon lack of information.

WHEREFORE, having stated its Answer to the Complaint herein, and furthermore as Affirmative Defenses thereto, Defendant Walker Parking Consultants/Engineers, Inc., states:

1. Failure to state a claim upon which relief may be granted against this Defendant, as to all claims made by the Plaintiffs herein;

2. That any losses allegedly suffered by the Plaintiffs herein were due to the acts or omissions of parties, persons or entities over which this Answering Defendant had no control;

3. That this litigation is frivolous, as to this Answering Defendant;

4. Failure of any and all elements of negligence that must be proved by the Plaintiffs, as alleged against this Answering Defendant;

5. Failure of any and all elements of fraud that must be proved by clear and convincing evidence, as alleged against this Answering Defendant;

6. Scierter;

- 1 7. Estoppel and/or waiver;
2
3 8. Failure to join indispensable party or parties under Rule 19;
4
5 9. Intervening/superseding acts of others;
6
7 10. Statute of limitations;
8
9 11. Losses claimed were based upon market factors over which this Defendant
10 had no control;
11
12 12. Res judicata and/or collateral estoppel;
13
14 13. This Defendant is not jointly and/or severally liable for any of the losses
15 claimed by the Plaintiffs;
16
17 14. Laches; and
18
19 15. This Answering Defendant reserves the right to amend this Answer to include
20 additional Affirmative Defenses as discovery continues.

21 WHEREFORE, Defendant Walker Parking Consultants/Engineers, Inc., prays for the
22 following:

- 23 1. Dismissal of the Plaintiffs' claims against it, with prejudice;
24
25 2. An award of this Defendant's attorney's fees and costs incurred in
26 investigating and defending this action; and
27
28 3. All other relief that this Court determines is just and equitable under the
29 circumstances.
30
31
32
33
34

ANSWER BY DEFENDANT WALKER PARKING
CONSULTANTS/ENGINEERS, INC. - 19

Evans, Craven & Lackie, P.S.
818 W. Riverside, Suite 250
Spokane, Washington 99201-0910
(509) 455-5200; fax 455-3632

1 DATED this 12th day of December, 2001

2
3 EVANS, CRAVEN & LACKIE, P.S.

4
5
6 PATRICK M. RISKEN #14632

7 Attorneys for Defendant

8 Walker Parking Consultants/Engineers, Inc.

9
10
11
12 CERTIFICATE OF MAILING

13 I hereby certify that on the 12th day of December, 2001, a true and correct copy of the
14 foregoing was mailed, postage prepaid, to:

15
16
17 Alain M. Baudry
18 Clark Whitmore
19 Maslon, Edelman, Borman &
20 Brand, LLP
21 3300 Wells Fargo Center
22 90 South Seventh Street
23 Minneapolis, MN 55402

Gary J. Ceriani/Michael P. Cillo
Davis & Ceriani, P.C.
1350 17th Street, Suite 400
Denver, CO 80202

24 John D. Munding
25 Crumb & Munding P.S.
26 1950 Bank of America Financial Center
27 601 W. Riverside
28 Spokane, WA 99201-0611

Randall L. Stamper
Thomas R. Luciani
Stamper, Rubens, Stocker & Smith, P.S.
720 West Boone
Spokane, WA 99201-2560

29 John D. Lowery
30 James Rhett Brigman
31 Daniel J. Guner
32 Riddell Williams
33 1001 Fourth Avenue Plaza
34 Seattle, WA 98154-1065

Robert L. Robart
Rudy A. Englund
Christopher B. Wells
Christian N. Oldham
Lane Powell Spears Lubersky, LLP
1420 Fifth Ave., Suite 4100
Seattle, WA 98101

ANSWER BY DEFENDANT WALKER PARKING
CONSULTANTS/ENGINEERS, INC. - 20

Evans, Craven & Lackie, P.S.

818 W. Riverside, Suite 250
Spokane, Washington 99201-0910
(509) 455-5200; fax 455-3632

1 Peter D. Byrnes
2 Ralph E. Cromwell
3 Byrnes & Keller, LLP
4 1000 Second Ave., Suite 3800
5 Seattle, WA 98104

6 William F. Etter
7 Etter, McMahon, Lamberson & Clary, P.C.
8 421 West Riverside Ave., Suite 1600
9 Spokane, WA 99201-0401

10 Ladd. B. Leavens
11 Davis Wright Tremains LLP
12 1501 Fourth Avenue
13 2600 Century Square
14 Seattle, WA 98101-1688

15 Laurel Siddoway
16 Randall & Danskin, P.S.
17 601 W. Riverside Avenue, Suite 1500
18 Spokane, WA 99201

19 Arthur W. Harrigan
20 Karl F. Oles
21 Katherine See Kennedy
22 Danielson Harrigan & Tollefson LLP
23 999 Third Avenue, 44th Floor
24 Seattle, WA 98104

Leslie R. Weatherhead
Witherspoon, Kelley, Davenport & Toole, P.S.
422 West Riverside Ave., Suite 1100
Spokane, WA 99201-0302

William F. Cronin
Paul R. Raskin
Carr Cronin LLP
1001 Fourth Avenue, Suite 3700
Seattle, WA 98154-1135

Peter M. Vial
Robert D. Stewart
McNaul Ebel Nawrot Helgren & Vance, PLLC
600 University Street, Suite 2700
Seattle, WA 98101-3143

James B. King
Keefe, King & Bowman
601 West Main Avenue, Suite 1102
Spokane, WA 99201-0605

Harry H. Schneider, Jr.
Perkins Coie
40th Floor, Washington Mutual Tower
1201 Third Ave.
Seattle, WA 98101-3099

25 
26 LINDA W. KAYNE
27
28
29
30
31
32
33
34

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of December, 2001, a true and correct copy of the foregoing was personally served the following counsel of record, at their office addresses listed below, by leaving a copy of same with the receptionist:

John D. Munding
Crumb & Munding P.S.
1950 Bank of America Financial Center
601 W. Riverside
Spokane, WA 99201-0611
Attorneys for U.S. Bank and Nuveen Plaintiffs

Leslie R. Weatherhead
Witherspoon, Kelley, Davenport & Toole, P.S.
422 West Riverside Ave., Suite 1100
Spokane, WA 99201-0302
Attorneys for the Developer Defendants

Laurel Siddoway
Randall & Danskin, P.S.
601 W. Riverside Avenue, Suite 1500
Spokane, WA 99201
Attorneys for the City of Spokane


LINDA W. KAYNE

ANSWER BY DEFENDANT WALKER PARKING
CONSULTANTS/ENGINEERS, INC. - 22

Evans, Craven & Lackie, P.S.
818 W. Riverside, Suite 250
Spokane, Washington 99201-0910
(509) 455-5200; fax 455-3632